

<b>Form</b>	<b>Pg</b>	<b>Comment/Issue</b>	<b>ACAJ Response</b>
10-Day Notice to Comply (Fix or Correct Problem)	30	"After an eviction action is filed, and in order to reinstate the lease, you may be required to pay damages, attorney fees, and court costs" – misleading because many tenants do not have a lease but are under month-to-month renewals	Agreed. Replaced "lease" with "rental agreement"
10-Day Notice to Move	31	"After an eviction action is filed, and in order to reinstate the lease, you may be required to pay damages, attorney fees, and court costs" – legally wrong	May be right. Pam Bridge will look into it.
10-Day Notice	48	Imposes requirements that go beyond statutory requirements.	Correction made to the language in the box
5-Day Notice to Comply (Fix or Correct Problem)	30	"After an eviction action is filed, and in order to reinstate the lease, you may be required to pay damages, attorney fees, and court costs" – misleading because many tenants do not have a lease but are under month-to-month renewals	Agreed. Replaced "lease" with "rental agreement." Removed "After an eviction ... court costs." Add "you may be required to pay damages attorney fees, and court costs" after "If a judgment is entered against you,"
5-Day Notice to Pay Rent	29	"After an eviction action is filed, and in order to reinstate the lease, you may be required to pay damages, attorney fees, and court costs" – misleading because many tenants do not have a lease but are under month-to-month renewals	Agreed. Replaced "lease" with "rental agreement"
5-Day Notice	46-47	Imposes requirements that go beyond statutory requirements. ACAJ wants more information in the notice with a penalty for noncompliance of dismissal.	There is nothing improper. It is instructive and goes to ACAJ's charge.  Disagree regarding B. Late Fees. It is helpful and explains why may pay more. Also addresses issues identified by the bench.
Complaint	28	Section 2. Subsequent individual violations do not need to be document with noncompliance notices	Agreed. Add "if applicable" to plead the case
Complaint	29	Section 6. Nothing tells us how sections differ and what sorts of damages are envisioned for each.	Agreed. Remove the first "damages" and include "Add more lines for specific fees and charges"
Complaint	50-52	Imposes requirements that go beyond requirements.	There is nothing improper. It is instructive and goes to ACAJ's charge.

Form	Pg	Comment/Issue	ACAJ Response
Complaint	77	Forms limit the damages a party may recover.	It was not our intent to limit damages. Added "Add more lines for specific fees and charges"
Complaint	80	Removing commercial and mobile home park action check boxes raises issues	It was purposeful based on original comment filed.
Complaint	84	Doesn't allow plaintiff to request multiple amount that makeup "Rent" allowed.	Added "Add more lines for specific fees and charges"
Complaint	84	Doesn't allow for rent that accrues after filing date, holdover damages, utilities that are part of the monthly rent owed, pet and garage rent, and pet fees and other fees.	
Complaint	84	Doesn't allow plaintiff to list fax number or email address.	
Immediate Notice to Move	30	"After an eviction action is filed, <del>and in order to reinstate the lease</del> , you may be required to pay damages, attorney fees, and court costs" – legally wrong	Agreed. Remove stricken text
Immediate Notice to Move (Material and Irreparable Breach Notice)	49	Notice is optional but ACAJ would make it mandatory.  Contradiction. There's no right to reinstate for such a breach as is pointed out in opening paragraph. But the bold language at the bottom says "to reinstate the lease you may be required to pay damages, attorney fees, and court costs.	Agree as to the contradiction. Sentence removed to fix. See form.
Immediate Notice to Move (Material and Irreparable Breach Notice)	69	Incorrect legal advice that can mislead tenants into not protecting their interests.	Correction made to the language in the box
Judgment	29	We are not informed how Damages and Other ___ apparently overlapping categories differ.	
Judgment	29	Language concerning stipulations mandated by the RPEA has not been added.	
Judgment	40	2-page judgment form will not be constructive	
Judgment	52-53	Imposes requirements that go beyond requirements.	
Judgment	68	Does not have a place for tenants and landlords to stipulate	

<b>Form</b>	<b>Pg</b>	<b>Comment/Issue</b>	<b>ACAJ Response</b>
Judgment	68-69	The requirement for counterclaim to be in writing appears to be legal advice. Tenant will also incorrectly presume that they must file all counterclaims that they have.	
Judgment	85	Same problems as the Complaint.  Limits landlord's rights by failing to allow monetary claims permitted by law.	
Judgment	85	Doesn't address issues with partial payments.	
Judgment	85	Issue with three options of pleas.	
Notice forms	39	Defects remain, including that judges falsely inform tenant that the judge "will decide if [the tenant has] to move or can remain in the" residence.	Agreed. The judge does not make the decision. Add "legally" remain in the rental throughout.
Notice of Repeat Material or Health and Safety Breach	48	Imposes requirements that go beyond statutory requirements.	Correction made to the language in the box
Notice of Repeat Material or Health and Safety Breach	49	Contradiction. There's no right to reinstate a tenancy when eviction is based on 2 <sup>nd</sup> violation as is pointed out in opening paragraph. But the bold language at the bottom says "in order to reinstate the lease you may be required to pay damages, attorney fees, and court costs.	Agreed.
Pleadings	77	Making pleadings mandatory only in the justice courts (and not also in superior courts) would create a clear and disparate treatment of parties	Leave to Judge Winthrop
Summons	28	Section 4. Incomplete and misleading because counterclaim is allowed for nonpayment of rent	Was debated but this was consensus language taken from Rule 8.
Summons	49-50	Imposes requirements that go beyond requirements.	There is nothing improper. It is instructive and goes to ACAJ's charge.